

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** ARRA: Edward Byrne Memorial Justice Assistance (JAG) Program - Certificate of Acceptance

**DEPARTMENT:** Fiscal Services

**DIVISION:** Administration - Fiscal Services

**AUTHORIZED BY:** Lisa Spriggs

**CONTACT:** Michele Saunders

**EXT:** 2301

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute a Certificate of Acceptance of Subgrant Agreement in acceptance of \$109,350.00 in grant funding to the Sheriff's Office from the Department of Law Enforcement through their Edward Byrne Memorial Justice Assistance Grant Program.

County-wide

Jennifer Bero

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**BACKGROUND:**

During their meeting held June 9, 2009, the Board of County Commissioners authorized the Sheriff's Office to submit a grant application to the Florida Department of Law Enforcement (FDLE) requesting \$109,350.00 of the countywide allocation through the Edward Byrne Memorial Justice Assistance Program as funded by the American Recovery and Reinvestment Act of 2009. Staff received notification that the grant was awarded as requested.

For the funds to be received, the Board must authorize the Chairman to execute a Certificate of Acceptance of Subgrant Award certifying its acknowledgment and acceptance of the terms and conditions detailed in the grant application. Such application and certificate are attached.

Funds would be used for the Truancy Interdiction Project at the Juvenile Assessment Center (JAC). The Sheriff's Office would contract with Boys Town of Central Florida for the provision of two staff members. These staff members would be employees of Boys Town and would assist with the supervision of truant youth while at the JAC STAY Center and provide home visits, counseling, and necessary follow-up.

There is no match or additional positions required for this grant. A budget amendment request to allocate the funds is presented for Board consideration in the Constitutional Officers section of this agenda.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute a Certificate of Acceptance of Subgrant Agreement in acceptance of \$109,350.00 in grant funding to the Sheriff's Office from the Department of Law Enforcement through their Edward Byrne Memorial Justice Assistance Grant Program.

**ATTACHMENTS:**

1. Award Letter and Certificate of Acceptance
2. Grant Application

**Additionally Reviewed By:**

■ Budget Review ( Lisa Spriggs )

■ County Attorney Review ( Susan Dietrich )

State of Florida  
Office of Criminal Justice Grants  
Florida Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, FL 32308

SUBGRANT AWARD CERTIFICATE

Subgrantee: Seminole County Board of Commissioners

Date of Award: 10-13-09

Grant Period: From: 10/01/2009 TO: 09/30/2010

Project Title: SEMINOLE COUNTY TRUANCY INTERDICTION

Grant Number: 2010-ARRC-SEMI-3-W7-070

Federal Funds: \$ 109,350.00

State Agency Match:

Local Agency Match: \$ 0.00

Total Project Cost: \$ 109,350.00

CFDA Number: 16.803 Federal Award Number: 2009-SU-B9-0021

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Award is hereby made in the amount and for the period shown above of a subgrant under Title I of the Omnibus Crime Control and Safe Streets Act of 1968, P.L. 90-351, as amended, and the Anti-Drug Abuse Act of 1988, P.L. 100-690, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A-102, as applicable, and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 90-351, as amended, and P.L. 100-690; and, P.L. 111-5, the American Recovery and Reinvestment Act of 2009.

**SUBGRANT AWARD CERTIFICATE (CONTINUED)**

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certificate of Acceptance of Subgrant Award is returned to the Department.

Clayton H. Wilder

Authorized Official  
Clayton H. Wilder  
Administrator

10-13-09

Date

( ) This award is subject to special conditions (attached).

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**State of Florida  
Office of Criminal Justice Grants  
Florida Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, FL 32308**

**CERTIFICATE OF ACCEPTANCE OF SUBGRANT AWARD**

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2010-ARRC-SEMI-3-W7-070, in the amount of \$ 109,350.00, for a project entitled, SEMINOLE COUNTY TRUANCY INTERDICTION, for the period of 10/01/2009 through 09/30/2010, to be implemented in accordance with the approved subgrant application, and subject to the Florida Department of Law Enforcement's Standard Conditions and any special conditions governing this subgrant.

\_\_\_\_\_  
(Signature of Subgrantee's Authorized Official)

\_\_\_\_\_  
(Typed Name and Title of Official)

\_\_\_\_\_  
(Name of Subgrantee)

\_\_\_\_\_  
(Date of Acceptance)

\_\_\_\_\_

# Application for Funding Assistance

Florida Department of Law Enforcement  
American Recovery Act - JAG Countywide

## Section 1: Administration

### Subgrant Recipient

**Organization Name:** Seminole County Board of Commissioners

**County:** Seminole

### Chief Official

**Name:** Robert Dallari

**Title:** Chairman

**Address:** 1101 East First Street

**City:** Sanford

**State:** FL **Zip:** 32771

**Phone:** 407-665-7215 **Ext:**

**Fax:** 407-665-7985

**Email:** gayle\_brown@seminolesheriff.org

### Chief Financial Officer

**Name:** Maryanne Morse

**Title:** Clerk of the Court

**Address:** Post Office Drawer C

**City:** Sanford

**State:** FL **Zip:** 32773

**Phone:** 407-665-4335 **Ext:**

**Fax:**

**Email:** clerk@seminoleclerk.org

# Application for Funding Assistance

Florida Department of Law Enforcement  
American Recovery Act - JAG Countywide

## Section I - Administration

### Implementing Agency

**Organization Name:** Seminole County Sheriff's Office

**County:** Seminole

### Chief Official

**Name:** Donald Eslinger

**Title:** Sheriff

**Address:** 100 Bush Boulevard

**City:** Sanford

**State:** FL **Zip:** 32773

**Phone:** 407-665-6635 **Ext:**

**Fax:**

**Email:** deslinger@seminolesheriff.org

### Project Director

**Name:** Mark Rehder

**Title:** Manager, Juvenile Assessment Center

**Address:** 181 Bush Loop

**City:** Sanford

**State:** FL **Zip:** 32773

**Phone:** 407-665-2412 **Ext:**

**Fax:**

**Email:** gayle\_brown@seminolesheriff.org

# Application for Funding Assistance

Florida Department of Law Enforcement  
American Recovery Act - JAG Countywide

## Section 2 Project Overview

### General Project Information

**Project Title:** SEMINOLE COUNTY TRUANCY INTERDICTION  
**Subgrant Recipient:** Seminole County Board of Commissioners  
**Implementing Agency:** Seminole County Sheriff's Office  
**Project Start Date:** 10/1/2009 **End Date:** 9/30/2010

### Problem Identification

The Seminole County Juvenile Assessment Center has been in operation since October of 1997. This "Partnership for Success" includes Seminole County Sheriff's Office, Seminole County Public Schools, Seminole County Government, Office of the State Attorney, Florida Department of Juvenile Justice, and the Florida Department of Children and Families. The Juvenile Assessment Center was developed twelve years ago with the idea of providing a 24-hour centralized point of intake and assessment for juveniles who have come or are likely to come into contact with the juvenile justice system. The Center is run by the Seminole County Sheriff's Office with the Florida Department of Juvenile Justice providing detention screening and some intake services. The Florida Department of Children and Families in contract with Human Services Associates provides the TASC mental health and substance abuse screening. In addition, Seminole County Public Schools provides part time staff to assist with supervision and assessment of truant.

Two separate target populations are addressed at the Seminole County Juvenile Assessment Center: juveniles at risk of involvement in delinquent activity and juveniles who have already committed delinquent acts. In addition, the JAC stresses the importance of integrating prevention and early intervention activities with local police, social service, child welfare, school, and family preservation programs. The goals of the Juvenile Assessment Center are to:

- Reduce law enforcement time devoted to juveniles;
- Create a central booking and receiving facility specifically for juvenile offenders;
- Collect good clear information about juveniles' needs;
- Accelerate juveniles' access to treatment;
- Pool resources from different agencies;
- Provide referrals to parents and children;
- Expedite court proceedings by providing better information;
- Provide early intervention services for troubled juveniles;
- Develop a single point of entry for assessing and referring juveniles;
- Facilitate cooperation and communication among the agencies;
- Expedite processing of juveniles through the system;
- Decrease the number of truant juveniles in Seminole County;
- Assess the truant juveniles presented to the Juvenile Assessment Center;
- Communicate with each truant's home school to increase the pattern of school attendance.

The Seminole County Juvenile Assessment Center ensures risk and needs are taken into account when dealing with the juveniles of Seminole County. Risk assessments help the community maintain public safety, use resources efficiently, and treat youth equitably and appropriately. Needs assessments increase consistency in assessing problems and provide results that can serve as a foundation for a service plan. Ultimately, accurate risk and needs assessments, in combination with effective, integrated services, help ensure



# Application for Funding Assistance

Florida Department of Law Enforcement  
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## Section 2 Project Overview

positive outcomes for at-risk and delinquent juveniles

Truancy has been clearly identified as one of the early warning signs of students headed for potential delinquent activity, social isolation, or educational failure via suspension, expulsion, or dropping out. Several studies show that truancy is a good predictor of middle school drug use and that truant 8th graders are 4.5 times more likely than regular school attendees to smoke marijuana. Data from the 2000 census show that high school dropouts had only a 52% employment rate in 1999, compared to 71% for high school graduates, and 83% for college graduates. Of those who worked full-time in 1999, high school drop outs earned only 65% of the median earnings. The average dropout costs more than \$200,000 in government-funded social services over the course of his or her lifetime.

Daytime crime is significantly affected by truancy. Study after study shows a decrease in vehicle burglaries, residential burglaries and criminal mischief when truants are actively picked up. As of 1997, 41% of prison inmates and 31% of probationers 18 years and older had not graduated from high school or earned a GED, compared with 18% of the general public.

The Seminole County Public school system is an integral part of the Seminole County Juvenile Assessment Center partnership. The Seminole Truancy Alternative for Youth (STAY) Center is housed at the Juvenile Assessment Center at 181 Bush Loop in Sanford. Any truant juvenile that comes in contact with a law enforcement officer is brought to the truancy center and an evaluation is done to determine the educational status of the student and what needs to be done to get them in a better pattern of school attendance. In 1997 the Seminole County Sheriff's Office conducted a study on daytime crime. We discovered that daytime crime throughout the county decreased when we actively picked up truants.

The Seminole Truancy Alternative for Youth Center is designed so that when law enforcement is exposed to a potential truant juvenile they can call the STAY Center staff, the law enforcement officer would verify the status of the juvenile through the STAY Center staff or by contacting the local school officials. The law enforcement officer would then transport the juvenile to the Juvenile Assessment Center. The officer completes a brief form that describes how and where they came in contact with the student and then departs the facility. While at the STAY Center each student is to be evaluated to determine their educational status and pattern of school attendance. This information is gathered through historic data in the school systems data base and through interview with the student and the parents/guardian. This information should be forwarded to the home school. The parent would be notified and advised when they can pick up there child. The parent is then told they are to meet with a school based Social Worker either that day or the following day to ensure whatever is discovered at the STAY Center was communicated with the local school.

At this time staffing at the JAC STAY Center consists of a School Board part time secretary/attendance clerk and a school based Social Worker. Because of budget cuts commitment of these staff members to the JAC STAY Center is unknown. In addition, there still exists a current identified need to dedicate additional staff to assist with the supervision of youth while in the facility and enhance the current services to include an in-depth assessment of truant youth, home visits, counseling and follow-up in order to

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Florida Department of Law Enforcement  
American Recovery Act - JAG Countywide

## Section 2 Project Overview

reduce truancy and prevent delinquency.

### **Project Summary**

Services to be provided

The Seminole County Sheriff's Office will contract with Boys Town of Central Florida to enhance services offered to 300 youth that are brought to the JAC STAY Center for truancy concerns and /or for the youth and families referred for intervention home-based services. Boys Town will locate one staff at the Stay Center that will provide direct care skill building to youth, track youth's attendance, advocate for the youth's academic needs, and act as a liaison between the family and school officials to ensure the youth's academic needs are being met and that the youth is placed back into the school setting within a timely manner. Boys Town will also provide a counselor that will provide crisis intervention, case management, behavioral modification, and parenting skills within the home environment for those truant youth and families referred for intervention home-based services.

Manner of Service Provision

Boys Town shall screen and assess to determine services needed for the youth that are brought to the Stay Center, and/or for the youth and families referred for intervention home-based services. Boys Town shall network with other agencies capable of providing needed services to families (e.g. substance abuse services, job development services, mental health services, etc.) and facilitate access to these services for the youth and/or family.

Stay Center Services shall include, but not limited to, the following:

- Screening, intake, and assessment of youth.
- Skill building to focus on social skills for the youth.
- Coordination with school officials to ensure youth's academic needs are being met.
- Coordination with school officials to ensure the youth is placed back into the classroom in a timely manner.
- Crisis intervention services, as determined by an assessment of client needs.
- On-going tracking of identified at-risk youth.
- Referral to home-based services for identified families in need.
- Follow-up contact at 180 days after the termination of agency services.

Home-based services shall include, but not be limited to, the following:

- Screening, intake, and assessment of the child and family.
- Case Management services for ancillary needs (e.g., AFDC, education, employment skill, etc.)
- Determination of services needed.
- Development of a case services plan.
- Referral to services as identified in the service plan.
- Behavioral Modification.
- Parenting Skills.
- Crisis intervention services, as determined by an assessment of client needs.
- Follow-up contact at 180 days after the termination of agency services.

In the circumstance where the youth has not made improvements within the home environment, a temporary respite care in Boys Town Shelter may be offered to the family.

# **Application for Funding Assistance**

Florida Department of Law Enforcement  
American Recovery Act - JAG Countywide

This will occur if the youth continues to engage in on-going truancy, runaway, or ungovernable behaviors and only if the parents and Boys Town staff agree that this is an appropriate intervention for the youth. The temporary respite care will enable the youth to enter the shelter for a 5-7 day respite stay at which time the youth will receive concentrated services and shall work on the social skills which will address their areas of weakness.

Services shall include, but not be limited to, the following:

- Temporary shelter
- Case planning
- A structured and supervised program
- Individual counseling, at least three times per week, unless otherwise indicated by the case plan
- Family counseling, as appropriate, at least weekly unless otherwise indicated by the case plan
- Therapeutic group meetings or group counseling, at least once per day unless otherwise indicated by the case plan
- Recreational and leisure time activities
- Case management

Follow-up contact at 180 days after the termination of agency services.

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Florida Department of Law Enforcement  
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## Section 2 Project Overview

### Section Questions:

Question: Does the Subgrantee receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the Implementing Agency receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: Yes

# Application for Funding Assistance

Florida Department of Law Enforcement  
American Recovery Act - JAG Countywide

## Section 3: Performance

### General Performance Info:

**Performance Reporting Frequency:** Quarterly

**Federal Purpose Area:** 001 - Law Enforcement Programs

**State Purpose Area:** A - State/Local Initiatives - Coordinate/Organize Local Initiatives/State Initiatives

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#### Activity Description

**Activity:** Assessment  
**Target Group:** Juveniles  
**Geographic Area:** Countywide  
**Location Type:** Juvenile Assessment Center

**Address(es) :**

**Juvenile Assessment Center**  
181 Bush Loop  
Sanford , FL 32773

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#### Activity Description

**Activity:** Counseling  
**Target Group:** Juveniles  
**Geographic Area:** Countywide  
**Location Type:** Juvenile Assessment Center

**Address(es) :**

**Juvenile Assessment Center**  
181 Bush Loop  
Sanford , FL 32773

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#### Activity Description

**Activity:** Information and Referral  
**Target Group:** Juveniles  
**Geographic Area:** Countywide  
**Location Type:** Juvenile Assessment Center

**Address(es) :**

# Application for Funding Assistance

Florida Department of Law Enforcement  
American Recovery Act - JAG Countywide

## Section 3: Performance

### Juvenile Assessment Center

181 Bush Loop  
Sanford , FL 32773

#### Activity Description

**Activity:** Intake and Screening  
**Target Group:** Juveniles  
**Geographic Area:** Countywide  
**Location Type:** Juvenile Assessment Center  
**Address(es) :**

**Juvenile Assessment Center**  
181 Bush Loop  
Sanford , FL 32773

#### Objectives and Measures

**Objective:** 03.A.DS\* - Number of individuals receiving services  
**Measure:** Part 1  
Number of individuals to receive services during the grant period  
**Goal:** 300

**State Purpose Area:** E - Equipment Supplies - Purchase Equipment/Supplies

#### Activity Description

**Activity:** Equipment and Supplies  
**Target Group:** Equipment and Supplies  
**Geographic Area:** Countywide  
**Location Type:** Juvenile Assessment Center  
**Address(es) :**

**Juvenile Assessment Center**  
181 Bush Loop  
Sanford , FL 32773

# Application for Funding Assistance

Florida Department of Law Enforcement  
American Recovery Act - JAG Countywide

## Section 3 - Performance

### Objectives and Measures

**Objective:** 25.E.SI - Amount of funds expended on equipment and/or supplies

**Measure:** Part 1

Amount of funds to be expended to purchase equipment and/or supplies

**Goal:** \$6,205.00

**Objective:** 26.E.SI - Types of equipment and/or supplies purchased with JAG funds

**Measure:** Part 4

Purchase equipment and/or supplies other than court supplies, computer software, or firearms

**Goal:** Yes

**State Purpose Area:** F - Contractual Support - Purchase Contractual Support

### Activity Description

**Activity:** Contractual Support

**Target Group:** Contractual Support

**Geographic Area:** Countywide

**Location Type:** Juvenile Assessment Center

**Address(es) :**

**Juvenile Assessment Center**

181 Bush Loop

Sanford , FL 32773

### Objectives and Measures

**Objective:** 30.F.SI - Number of units that report a desired change in efficiency or in program quality

**Measure:** Part 1

Number of units to receive contractual support with JAG funds

**Goal:** 1

**Measure:** Part 2

Number of units that will report a desired change in efficiency as a result of JAG funds

**Goal:** 1

# Application for Funding Assistance

Florida Department of Law Enforcement  
American Recovery Act - JAG Countywide

## Section 3 Performance

Measure: Part 3  
Number of units that will report a desired change in program quality  
Goal: 1

**State Purpose Area:** REC - Recovery Act Measures

### Activity Description

**Activity:** Recovery Act  
**Target Group:** Recovery Act  
**Geographic Area:** Countywide  
**Location Type:** Juvenile Assessment Center  
**Address(es) :**

**Juvenile Assessment Center**  
181 Bush Loop  
Sanford , FL 32773

### Objectives and Measures

**Objective:** RC - Number of jobs created or saved (by type) due to Recovery Act funding

Measure: Part 1  
Number of jobs to be prevented from being eliminated with Recovery Act funding  
Goal: 0

Measure: Part 2  
Number of jobs that were eliminated within the last 12 months that will be reinstated with Recovery Act funding  
Goal: 0

Measure: Part 3  
Number of jobs to be created with Recovery Act funding  
Goal: 2



# Application for Funding Assistance

Florida Department of Law Enforcement  
American Recovery Act - JAG Countywide

## Section 3 - Performance

### Section Questions:

Question: If "other" was selected for the geographic area, please describe.

Answer: N/A

Question: If "other" was selected for location type, please describe.

Answer: N/A

Question: What is the physical address of your primary performance location? This is a physical location, not a mailing address. If your physical location is confidential, enter the address of the next highest level of your organization. Enter only one address.

Answer: Juvenile Assessment Center  
181 Bush Loop  
Sanford, FL 32773

# Application for Funding Assistance

Florida Department of Law Enforcement  
American Recovery Act - JAG Countywide

## Section 4 Financial

### General Financial Info:

**Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.**

Financial Reporting Frequency for this Subgrant: Monthly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000856

### Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$99,156.00	\$0.00	\$99,156.00
Expenses	\$6,986.00	\$0.00	\$6,986.00
Operating Capital Outlay	\$3,206.00	\$0.00	\$3,206.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$109,348.00	\$0.00	\$109,348.00
Percentage	100.0	0.0	100.0

### Project Generated Income:

Will the project earn project generated income (PGI) ? No

# Application for Funding Assistance

Florida Department of Law Enforcement  
American Recovery Act - JAG Countywide

## Section 4 - Financial (cont.)

### **Budget Narrative:**

Salaries & Benefits - 0

Contractual Services - \$99,156.00

We will contract with Boys Town of Central Florida to provide 300 truant youth supervision at the JAC facility, intake, screening, assessment, in home counseling, information & referral, and if needed temporary shelter @ a unit cost of \$330.52 x 300 youth for a total of \$99,156.00.

Expenses - \$6,986.00

Travel costs consist of tolls and mileage for home based services for youths/families as follows:

Tolls @ \$1.50 per toll X 10 per month X 12 months = \$180.00.

Mileage @ .47 per mile X 675 miles per month X 12 months = \$3,807.00.

Total Travel Costs - \$3,987.00

Printed informational brochures on the law and truancy, what parents and youths need to know.

5,000 booklets @ \$.5998 per booklet = \$2,999.00.

Total printing costs - \$2,999.00.

Operating Capital Outlay - \$3,206.00

Operating Capital Outlay consists of:

1 Computer Workstation with Desktop Computer = \$1,392.00.

1 Laptop Computer = \$1,814.00.

The Workstation will be located at the Juvenile Assessment Center for the Stay Center employees' use in screening, intake and assessing truant juveniles brought to the Center. The employee will also track youth's attendance, advocate for their academic needs and act as a liaison between the family and school officials.

The Laptop will be used by the In-Home Family Consultant in Case Management, Development and crisis intervention services as determined by an assessment of youths/families needs.

Indirect Costs - 0

Total Project Costs - \$109,348.00

# Application for Funding Assistance

Florida Department of Law Enforcement  
American Recovery Act - JAG Countywide

## Section 4 Financial

### Section Questions:

Question: If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?

Answer: N/A

Question: If benefits are to be included, are they reflected in the budget narrative?

Answer: N/A

Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Answer: N/A

Question: If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Answer: The unit cost is \$330.52 per truant youth which includes supervision at the JAC facility, intake, screening, assessment, in home counseling, information and referral and temporary shelter if needed. The basis for the unit cost was established with this grant.

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee or implementing agency, if it is the sheriff's office.

Answer: The SCSO policy is that Operating Capital Outlay includes equipment and other non-consumable, non-expendable items that have a unit cost of \$1,000.00 or more and a useful life of more than one year.

# **Application for Funding Assistance**

Florida Department of Law Enforcement  
American Recovery Act - JAG Countywide

## **Section 5: Standard Conditions**

**Insert Standard Conditions Page here.**

## **Standard Conditions**

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 17 of this section.

**1. All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:**

- Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program"
- Office of Management and Budget (OMB) Circular A-21 (2 CFR 220), "Cost Principles for Educational Institutions"
- OMB Circular A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"
- OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments"
- OMB Circular A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"
- OMB Circular A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"
- OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"
- 28 CFR 38, "Equal Treatment for Faith-Based Organizations"
- 28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)
- 28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
- 28 CFR 18, 22, 23, 30, 35, 42, 61, and 63
- Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program
- 42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

**2. Allowable Costs**

- a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."
- b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

### **3. Reports**

#### **a. Project Performance Reports**

- (1) **Reporting Time Frames:** The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within 15 days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 17, Performance of Agreement Provisions.

- (2) **Report Contents:** Performance reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems.

#### **b. Financial Reports**

##### **(1) Project Expenditure Reports**

- (a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty-one (31) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted. Project Expenditure Reports for grants made under the Recovery Act must be submitted monthly. See the Recovery Act Conditions for additional information.
  - (b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the Subgrant Information Management ON-line (SIMON) system.
  - (c) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.
  - (d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.
  - (e) Reports are to be submitted even when no reimbursement is being requested.
- (2) The Financial Closeout Documentation shall be submitted to the Department within forty-five (45) days of the subgrant termination date.
  - (3) If applicable, the subgrant recipient shall submit Quarterly Project Generated Income Reports to the Department within 31 days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue

submitting quarterly PGI reports until all funds are expended. (See Item 10, Program Income.)

**c. Other Reports**

The recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

**4. Fiscal Control and Fund Accounting Procedures**

- a. The subgrant recipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- b. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- c. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

**5. Payment Contingent on Appropriation and Available Funds**

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

**6. Obligation of Subgrant Recipient Funds**

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement.

**7. Advance Funding**

Advance funding shall be provided to a subgrant recipient upon a written request to the Department.

**8. Trust Funds**

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the subgrant end date. Any unexpended interest remaining at the end of the subgrant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

**9. Travel and Training**

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to § 112.061, Fla. Stat.



**10. Program Income (also known as Project Generated Income)**

- a. All income generated as a direct result of a subgrant project shall be deemed program income.
- b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended.
- c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income.
- d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the Federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

**11. Approval of Consultant Contracts**

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the \$450 threshold does not apply.

**12. Property Accountability**

- a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.
- b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

**13. Ownership of Data and Creative Material**

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

**14. Copyright**

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

- a. The copyright in any work developed under an award or subaward, and

- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

#### 15. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date.

All materials publicizing or resulting from award activities shall contain the following statements: "This project was supported by Award No. [contact the Office of Criminal Justice Grants for award number] awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

#### 16. Audit

- a. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat. , "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat. , "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. The completed audit report or written notification of audit exemption should be sent to the following address:

Florida Department of Law Enforcement  
Office of Criminal Justice Grants  
2331 Phillips Road  
Tallahassee, Florida 32308

#### **17. Performance of Agreement Provisions**

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

#### **18. Commencement of Project**

- a. If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.
- b. If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

#### **19. Excusable Delays**

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
  - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,

- (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
- (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

#### **20. Written Approval of Changes in this Approved Agreement**

- a. Subgrant recipients must obtain prior approval from the Department for major substantive changes such as changes in project activities, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that will transfer more than 10% of the total budget between budget categories.
- b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item
- c. Under no circumstances can transfers of funds increase the total budgeted award.

#### **21. Disputes and Appeals**

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

#### **22. Conferences and Inspection of Work**

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

#### **23. Access To Records**

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat. , and

made or received by the subgrant recipient or its contractor in conjunction with this agreement.

- c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

#### **24. Retention of Records**

The subgrant recipient shall maintain all records and documents for a minimum of three (3) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons.

#### **25. Signature Authority**

The Subgrant Recipient Authorizing Official or Designated Representative and the Implementing Agency Official, Administrator or Designated Representative, who sign the Signature Page, have the authority to request changes to the approved agreement. The prior mentioned individuals have authority to sign or make amendments to the Sole Source, ADP Justification and the Privacy Certification forms. The Project Director has authority to submit requests for approval of specific travel, and Performance Reports, with the exception of the Financial and Closeout Package, which also requires the signature by the Chief Financial Officer of the Subgrant Recipient or authorized designee.

#### **26. Delegation of Signature Authority**

When the authorized official of a subgrant recipient or the implementing agency designates some other person signature authority for him/her, the chief officer or elected official must submit to the Department a letter or resolution indicating the person given signature authority. The letter indicating delegation of signature authority must be signed by the chief officer or elected official and the person receiving signature authority. The letter must also specify the authority being delegated.

#### **27. Personnel Changes**

Upon implementation of the project, in the event there is a change in Chief Executive Officers for the Subgrant recipient or Implementing Agency, Project Director, or Contact Person, the Department must be notified in writing with documentation to include appropriate signatures.

#### **28. Background Check**

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting

for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

- (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
- (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

### **29. Drug Court Projects**

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

### **30. Overtime for Law Enforcement Personnel**

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

### **31. Criminal Intelligence System**

The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

### **32. Confidential Funds**

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

### **33. Equal Employment Opportunity (EEO)**

- a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §

5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

- b. A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at [http://www.ojp.usdoj.gov/about/ocr/eeop\\_comply.htm](http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm), must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.
- c. If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.
- d. A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it has fewer than 50 employees or if it does not receive any single award of \$25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.
- e. The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.
- f. In the event a Federal or State court of Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

#### **34. Americans with Disabilities Act**

Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

#### **35. Immigration and Nationality Act**

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

#### **36. National Environmental Policy Act (NEPA)**

- a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses

requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds,

- (1) New construction;
  - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
  - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
  - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
  - (5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
- b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice, for programs relating to methamphetamine laboratory operations.
- c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

### **37. Non-Procurement, Debarment and Suspension**

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is \$100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;



- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

### **38. Federal Restrictions on Lobbying**

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more.
- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR 69, the applicant certifies that:
  - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
  - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
  - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

### **39. State Restrictions on Lobbying**

In addition to the provisions contained in Item 39, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

### **40. Additional Restrictions on Lobbying**

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

**41. "Pay – to – Stay"**

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

**42. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories**

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. General Requirement: The subgrant recipient agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. Specific Requirements: The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest.

Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated

glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;

- (6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
- (7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;
- (8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and
- (9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

#### **43. Limited English Proficiency (LEP)**

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

#### **44. The Coastal Barrier Resources Act**

The subgrant recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

#### **45. Enhancement of Security**

If funds are used for enhancing security, the subgrant recipient agrees to:

- a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

#### **46. Environmental Protection Agency's (EPA) list of Violating Facilities**

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of

Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

**47. Flood Disaster Protection Act**

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

**48. National Historic Preservation Act**

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

**49. Omnibus Crime Control and Safe Streets Act**

The subgrant recipient will comply and assure the compliance of all contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act; as appropriate; the provisions of the current edition of the Office of Justice Program Financial and Administrative Guide for Grants; and all other applicable State and Federal laws, orders, circulars, or regulations.

**50. Human Research Subjects**

Grantee agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

**51. National Information Exchange Model specifications**

To support public safety and justice information sharing, the Office of Justice Programs requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this condition, visit <http://www.niem.gov/implementationguide.php>.

**52. Reporting, Data Collection and Evaluation**

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by the Bureau of Justice Assistance.

**53. Privacy Certification**

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

**54. State Information Technology Point of Contact**

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.

**55. Interstate Connectivity**

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

**56. Supplanting**

The subgrant recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

**57. Conflict of Interest**

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

**58. Uniform Relocation Assistance and Real Property Acquisitions Act**

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

**59. Limitations on Government Employees Financed by Federal Assistance**

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

**60. Equal Treatment for Faith Based Organizations**

The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the

"Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).

**61. Certification for Employees Working Solely on a Single Federal Award**

Any project staff that are fully funded by the grant must certify that they worked solely on the grant. The certification must be prepared at least semi annually and must be signed by the employee and by a supervisory official having first hand knowledge of the work performed by the employee.

# **Application for Funding Assistance**

Florida Department of Law Enforcement  
American Recovery Act - JAG Countywide

## **Section 7: Certifications and Authorizations**

**Insert Certifications and Authorizations here.**

# Application for Funding Assistance

Florida Department of Law Enforcement  
American Recovery Act - JAG Countywide

## Section 6 Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

**Corrections on this page, including Strikeovers,  
whiteout, etc. are not acceptable.**

State of Florida  
Department of Law Enforcement  
Office of Criminal Justice Grants

Signature: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Subgrant Recipient  
Authorizing Official of Governmental Unit  
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: Seminole County Board of Commissioners

Signature: \_\_\_\_\_

Typed Name and Title: Bob Dallari, Chair

Date: June 9, 2009

Implementing Agency  
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: Seminole County Sheriff's Office

Signature: \_\_\_\_\_

Typed Name and Title: Donald F. Eslinger, Sheriff

Date: May 28, 2009





Seminole  
County

**Sheriff Donald F. Eslinger**

**Member, Florida Sheriffs Association**

**Member, National Sheriffs' Association**

An Internationally Accredited Agency



May 28, 2009

Re: Signature Authority, Seminole County Sheriff's Office

To Whom It May Concern:

From this date forward, please be advised that signature authority is granted to Chief Penny J. Fleming for grant administration and reporting. This includes, but is not limited to, applications, amendments, contractual changes, and reports until further notice. Her signature appears below for your information.

Should additional information or clarification be required, please contact Gayle Brown at 407-665-6761.

Sincerely,

Donald F. Eslinger, Sheriff  
Seminole County

  
Penny J. Fleming, Chief  
Administrative Services

## CERTIFICATION AS TO FEDERAL GROSS REVENUES RECEIVED

Florida Department of Law Enforcement  
Edward Byrne Memorial Justice Assistance Grant Program  
American Recovery and Reinvestment Act of 2009

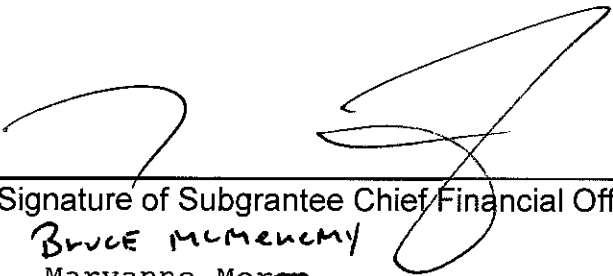
### Certification as to Federal Gross Revenues Received

The chief financial officer for the subgrantee makes the following certifications:

- The subgrantee in its preceding fiscal year did NOT receive 80 percent or more of its annual gross revenues in Federal awards.

AND/OR

- The subgrantee in its preceding fiscal year did NOT receive \$25,000,000 or more in annual gross revenues from Federal awards.

  
\_\_\_\_\_  
Signature of Subgrantee Chief Financial Officer

6/10/09  
\_\_\_\_\_  
Date

Maryanne Morse  
\_\_\_\_\_  
Typed Name of Subgrantee Chief Financial Officer

Clerk of the Court  
\_\_\_\_\_  
Title of Subgrantee Chief Financial Officer

Seminole County Board of Commissioners  
\_\_\_\_\_  
Name of Subgrantee

Note: If the subgrantee in its preceding fiscal year BOTH received 80 percent or more of its annual gross revenues in Federal awards AND received \$25,000,000 or more in annual gross revenues from Federal awards, then it must provide FDLE with the names and total compensation of the five most highly compensated officers of the subgrantee.

## CERTIFICATION FORM

Recipient Name and Address: Seminole County BOCC, 1101 E First Street, Sanford, FL 32771

Grant Title: ARRA-Edward Byrne Memorial JAG Program Grant Number: 2010-ARRC-95 Award Amount: \$109,350

Contact Person Name and Title: Jennifer Bero, Grants Administrator Phone Number: (407) 665-7125

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R §§ 42.301-308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete **Section A** below. Recipients that claim the limited exemption from the submission requirement, must complete **Section B** below. **A recipient should complete either Section A or Section B, not both.** If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7<sup>th</sup> Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

**Section A- Declaration Claiming Complete Exemption from the EEOP Requirement.** Please check all the boxes that apply.

- |  |   |
|--|---|
| <input type="checkbox"/> Recipient has less than 50 employees,   | <input type="checkbox"/> Recipient is an Indian tribe,                      |
| <input type="checkbox"/> Recipient is a non-profit organization, | <input type="checkbox"/> Recipient is an educational institution, or        |
| <input type="checkbox"/> Recipient is a medical institution,     | <input type="checkbox"/> Recipient is receiving an award less than \$25,000 |

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R §42.302. I further certify that \_\_\_\_\_ [recipient] will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or type Name and Title

Signature

Date

**Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.**

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Janet P. Davis [responsible official], certify that the Seminole County Board of County Commissioners [recipient], which has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: Seminole County Board of County Commissioners [organization], at 1101 East First Street, Sanford, FL 32771 [address], for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Janet P. Davis, Ph.D., Human Resources Director

Print or type Name and Title

Signature

Date



U.S. Department of Justice

Office of Justice Programs

*Office for Civil Rights*

---

Washington, D.C. 20531

July 23, 2008

Gayle Brown  
Grants Department  
Seminole County Sheriff's Office  
100 Bush Boulevard  
Sanford, Florida 32773

Re: EEOP for the Seminole County Sheriff's Office

Dear Ms. Brown:

The Office for Civil Rights has reviewed and approved the EEOP Short Form that you submitted in accordance with the provisions of your recent grant award. The plan that you submitted conforms to the Seven-Step Guide to the Design and Development of an Equal Employment Opportunity Plan, which is a guide to providing the essential information that the Department of Justice requires for our initial screening of your EEOP. The Department of Justice regulations for developing a comprehensive EEOP may be found at 28 CFR § 42.301 *et seq.* Your approved plan is effective for two years from the date of this letter.

If you have any questions regarding this matter, please contact the Office for Civil Rights at (202) 307-0690.

Sincerely,

Michael L. Alston, Director  
Office for Civil Rights

MLA:deb

**Florida Department of Law Enforcement  
Edward Byrne Memorial Justice Assistance Grant Program  
American Recovery and Reinvestment Act of 2009**

**Special Recovery Act Conditions**

**1. Recovery Act**

- a. All subgrant recipients must comply with Public Law 111-5, the American Recovery and Reinvestment Act of 2009 (This law is a federal public law).
- b. The subgrant recipient understands and agrees that all other terms and conditions contained in this award, or in applicable FDLE or Office of Justice Programs grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA" or "Recovery Act") requirements. Subgrant recipients are responsible for contacting their grant managers for any needed clarifications.
- c. The recipient agrees to comply with any modifications or additional requirements that may be imposed by law and future FDLE or Office of Justice Programs (including government-wide) guidance and clarifications of Recovery Act requirements.

**2. Access to Records; Interviews**

The subgrant recipient understands and agrees that FDLE, the Department of Justice (including the Office of Justice Programs and the Office of the Inspector General)), and its representatives, and the Government Accountability Office, shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any subgrant recipient, contractor, or subcontractor. See items 23 and 24 of the Standard Conditions.

The recipient also understands and agrees that FDLE, the Department of Justice, and the Government Accountability Office are authorized to interview any officer or employee of the subgrant recipient, contractor, or subcontractor regarding transactions related to this Recovery Act award.

**3. One-time funding**

The subgrant recipient understands and agrees that awards under the Recovery Act will be one-time awards and accordingly that its proposed project activities and deliverables are to be accomplished without additional Department of Justice funding.

**4. Separate Tracking and Reporting of Recovery Act Funds and Outcomes**

The subgrant recipient agrees to track, account for, and report on all funds from this Recovery Act award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including Department of Justice award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. (Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate.)

Accordingly, the accounting systems of the subgrant recipient must ensure that funds from this Recovery Act award are not commingled with funds from any other source.

The subgrant recipient further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award related activities.

**Florida Department of Law Enforcement  
Edward Byrne Memorial Justice Assistance Grant Program  
American Recovery and Reinvestment Act of 2009**

**5. Central Contractor Registration and DUNS Number**

The subgrant recipient must maintain a current registration in the Central Contractor Registration ([www.ccr.gov](http://www.ccr.gov)) at all times during which it has any active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number ([www.dnb.com](http://www.dnb.com)) is one of the requirements for registration in the Central Contractor Registration.

**6. Additional Audit Requirements - Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards**

- a. The subgrant recipient agrees to maintain records that identify adequately the source and application of Recovery Act funds, to maximize the transparency and accountability of funds authorized under the Recovery Act as required by the Act and in accordance with 2 CFR 215.21, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations" and OMB A-102 Common Rules provisions (relating to Grants and Cooperative Agreements with State and Local Governments).
- b. The subgrant recipient agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This condition only applies if the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" cover the subgrant recipient. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

**7. Reporting (Section 1512)**

- a. In addition to the reporting requirements in item 3 of the Standard Conditions, subgrant recipients must provide any information necessary to comply with section 1512 of the Recovery Act, which requires detailed reporting by FDLE not later than ten calendar days after the end of each calendar quarter. **Receipt of funds will be contingent upon timely reporting.**
- b. The subgrant recipient must complete projects or activities which are funded under the Recovery Act and report on use of Recovery Act funds provided through this subgrant. Information from these reports will be made available to the public.

**8. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct**

The subgrant recipient must promptly refer to the Department of Justice, Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for Recovery Act funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds. Potential fraud, waste, abuse, or misconduct should be reported to the Office of the Inspector General by –

mail: Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
950 Pennsylvania Avenue, N.W.  
Room 4706  
Washington, DC 20530

**Florida Department of Law Enforcement  
Edward Byrne Memorial Justice Assistance Grant Program  
American Recovery and Reinvestment Act of 2009**

e-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the Department of Justice Office of the Inspector General website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig).

**9. Protecting State and Local Government and Contractor Whistleblowers (Section 1553)**

The subgrant recipient recognizes that the Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act. The text of Recovery Act is available at [www.ojp.usdoj.gov/recovery](http://www.ojp.usdoj.gov/recovery).

**10. Limit on Funds (Section 1604)**

None of the funds appropriated or otherwise made available in this Act may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

**11. Infrastructure Investment (Sections 1511 and 1602)**

The subgrant recipient agrees that it may not use any funds made available under this Recovery Act award for infrastructure investment absent submission of a satisfactory certification under section 1511 of the Recovery Act. Should the subgrant recipient decide to use funds for infrastructure investment subsequent to award, the subgrant recipient must submit appropriate certifications under section 1511 of the Recovery Act and receive prior approval from the Office of Justice Programs. In seeking such approval, the recipient shall give preference to activities that can be started and completed expeditiously, and shall use award funds in a manner that maximizes job creation and economic benefits. The text of the Recovery Act (including sections 1511 and 1602) is available at [www.ojp.usdoj.gov/recovery](http://www.ojp.usdoj.gov/recovery).

**12. Buy American (Section 1605)**

- a. The subgrant recipient understands that this award is subject to the provisions of section 1605 of the Recovery Act ("Buy American"). No award funds may be used for iron, steel, or manufactured goods for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless the recipient provides advance written notification to the Office of Justice Programs program office for approval. All projects must comply with government-wide standard conditions (anticipated to be published in subpart B of 2 C.F.R. part 176) that further implement the specific requirements or exceptions of section 1605.
- b. Section 1605 of the Recovery Act prohibits use of any Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States, subject to certain exceptions, including United States obligations under international agreements.

**Florida Department of Law Enforcement  
Edward Byrne Memorial Justice Assistance Grant Program  
American Recovery and Reinvestment Act of 2009**

**13. Wage Rate Requirements (Section 1606)**

Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. The standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are to be incorporated in any covered contracts made under this award that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

**14. NEPA and Related Laws**

The subgrant recipient understands that all Office of Justice Programs awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The subgrant recipient agrees to assist the Office of Justice Programs in carrying out its responsibilities under NEPA and related laws, if the subgrant recipient plans to use Recovery Act funds to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The subgrant recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award. See item 36 of the Standard Conditions.

**15. Misuse of award funds**

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.